

PROFESSIONAL SERVICES CONTRACT
INDIANA ADJUTANT GENERAL'S OFFICE REFERRAL ENLISTMENT PROGRAM

This Contract ("this Contract"), entered into by and between the Indiana Adjutant General's Office (the "State") and _____ (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

A. Operate on behalf of the AGO as a liaison between individuals who are both eligible and interested in joining the Indiana National Guard ("Leads") and the Indiana National Guard's Recruiting Commands.

2. Consideration. The Contractor will be paid for performing the duties set forth above:

- (a) The Contractor will receive one thousand dollars (\$1000.00) once a verified Lead has executed an Enlistment Contract with the Indiana National Guard and successfully passed an initial drug screen.
- (b) The Contractor will receive one thousand dollars (\$1000.00) once a verified Lead has successfully submitted NGB Form 22-5 (Army) or DD Form 4 (Air) and the IST coordinator has processed the gain.
- (c) The Contractor will receive one thousand dollars (\$1000.00) once a verified Lead has successfully submitted DA Form 5690 (Army) or DD Form 4 (Air) and the ISR coordinator has processed the gain.

Total remuneration under this Contract shall not exceed one thousand dollars (\$1000.00)

3. Term. This Contract shall be effective for a period of no longer eighteen (18) months. It shall commence on the date of execution and shall remain in effect until either the Contractor or INNG Recruiting Commands provides sufficient proof that an individual Lead has completed the benchmarks established in Section 2 of this Contract.

4. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

5. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

7. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other

expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

8. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for him or herself or, if applicable, the Contractor's employees.

9. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Indiana Adjutant General's Office
Attn: AGO General Counsel
2002 South Holt Road
Indianapolis, IN 46241-4839

B. Notices to the Contractor shall be sent to:

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

10. Payments. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

11. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

12. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Personnel Development Coordinator:

Name: _____

Date: _____

APPROVED as to Form and Legality:

Jason Thompson, General Counsel

Date: _____